



ACKNOWLEDGEMENT OF NOTIFICATION
OF HAZARDOUS WASTE ACTIVITY
(VERIFICATION)

This is to acknowledge that you have filed a Notification of Hazardous Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.

EPA I.D. NUMBER

WJD0000818518

ANES RUBBER CORPORATION
ROUTE 94
HAMBURG

NJ 07419

INSTALLATION ADDRESS

ROUTE 565
SUSSEX

NJ 07461

Gen.	Manifest #	Shipped	Item #	Code1	Code2	Code3	Code4	Code5	#	Con	Qty	Un	Recd	Transporter	Transporter #1	Transporter #2	Transporter #2	Disposal Fac	Disposer ID #
Pt 1	IL8411662	1/26/99	1	D006	D008	D027	D039	D040	1	DM	6 G		1/26/99	Safety-Klee	ILD984908202	Safety-Kleen (T)	SCD 98757464	Safety-Kleen S	ILD980613913
Pt 1	NJA2874707	3/15/99	1	F005	D001	F003	D035		2	DM	110 G		3/15/99	Marisol, Inc	NJD002454544			Marisol, Inc	NJD002454544
Pt 1	IL8891109	4/20/99	1	D006	D008	D027	D039	D040	1	DM	6 G		4/20/99	Safety-Klee	ILD984908202	Safety-Kleen (T)	SCD 98757464	Safety-Kleen S	ILD980613913
Pt 1	NJA2874710	6/7/99	1	F005	D001	F003	D035		1	DM	55 G		6/7/99	Marisol, Inc	NJD002454544			Marisol, Inc	NJD002454544
Pt 1	NYG1097793	6/14/99	1	D001	D038	F005	F003		1	DM	400 P		6/14/99	Radiac Res	NYD049178296			Radiac Resear	NYD049178296
			2	D001	F003				1	DM	400 P								
			3	D001	F003				1	DM	200 P								
			4	Universal (batteries)					1	DM	50 P								
			5	D009					1	DF	200 P								
			6	D009					2	CM	100 P								
			7	D002	D008	U123			1	DM	400 P								
			8	D006					1	DF	50 P								
			9	F002					2	DM	400 P								
Pt 1	IL8934347	7/13/99	1	D006	D008	D027	D039	D040	1	DM	6 G		7/15/99	Safety-Klee	ILD984908202	Safety-Kleen (T)	SCD 98757464	Safety-Kleen S	ILD980613913
Pt 1	NJA2874713	8/26/99	1	F005	D001	F003	D035		1	DM	55 G		8/26/99	Marisol, Inc	NJD002454544			Marisol, Inc.	NJD002454544
			2	F003	D001	D035	F005		1	DM	55 G								
Pt 1	IL9040475	10/5/99	1	D006	D008	D027	D039	D040	1	DM	6 G		10/7/99	Safety-Klee	ILD984908202	Safety-Kleen (T)	SCD 98757464	Safety-Kleen S	ILD980613913
Pt 1	NYG1678005	10/14/99	1	F002					2	DM	400 P		10/14/99	Radiac Res	NYD049178296			Radiac Resear	NYD049178296
			2	D002					5	DM	2000 P								
			3	D001	D002				1	DM	20 P								
			4	D001	D003				1	DM	30 P								
			5	D009					2	DF	200 P								
Pt 1	NJA2874717	11/19/99	1	F005	D001	F003	D035		2	DM	110 G		11/19/99	Marisol, Inc	NJD002454544			Marisol, Inc.	NJD002454544
			2	F003	D001	D035	F005		1	DM	55 G								
Pt 3	NJA2874709	3/15/99	1	F005	D001	D035	F003		8	DM	440 G		3/25/99	Marisol, Inc	NJD002454544			Marisol, Inc.	NJD002454544
Pt 3	NJA2874712	6/7/99	1	F005	D001	D035	F003		8	DM	440 G		6/7/99	Marisol, Inc	NJD002454544			Marisol, Inc.	NJD002454544
Pt 3	NJA274715	8/26/99	1	F005	D001	D035	F003		3	DM	165 G		8/26/99	Marisol, Inc	NJD002454544			Marisol, Inc.	NJD002454544
Pt 3	NJA2874719	11/19/99	1	F005	D001	D035	F003		6	DM	330 G		11/19/99	Marisol, Inc	NJD002454544			Marisol, Inc.	NJD002454544
Pt 4	NYC552765-3	1/26/99	1	D039					2	DM	16 G		1/26/99	Safety-Klee	ILD984908202	Safety-Kleen (T)	SCD 98757464	Safety-Kleen S	NYD000708198
Pt 4	NYC554651-8	2/23/99	1	D039					2	DM	16 G		1/23/99	Safety-Klee	ILD984908202	Safety-Kleen (T)	SCD 98757464	Safety-Kleen S	NYD000708198
Pt 4	NJA2874708	3/15/99	1	D001					2	DM	110 G		3/15/99	Marisol, Inc	NJD002454544			Marisol, Inc.	NJD002454544
Pt 4	NYC557699-5	3/23/99	1	D039					3	DM	15 G		3/24/99	Safety-Klee	ILD984908202	Safety-Kleen (T)	SCD 98757464	Safety-Kleen S	NYD000708198
Pt 4	NYC560902-4	4/20/99	1	D039					2	DM	16 G		4/20/99	Safety-Klee	ILD984909202	Safety-Kleen (T)	SCD 98757464	Safety-Kleen S	NYD000708198
Pt 4	NJA2874711	6/7/99	1	D001					2	DM	110 G		6/7/99	Marisol	NJD002454544			Marisol, Inc.	NJD002454544
Pt 4	NYC563797-1	5/25/99	1	D039					2	DM	14 G		8/25/99	Safety-Klee	ILD984908202	Safety-Kleen (T)	SCD 98757464	Safety-Kleen S	NYD000708198
Pt 4	NYC13424-1	6/16/99	1	D039					2	DM	16 P		6/16/99	Safety-Klee	ILD984908202	Safety-Kleen (T)	SCD 98757464	Safety-Kleen S	NYD000708198
Pt 4	NJA2874716	8/26/99	1	D001					1	DM	55 G		8/26/99	Marisol	NJD002454544			Marisol, Inc.	NJD002454544
Pt 4	NJA2874720	11/19/99	1	D001					3	DM	165 G		11/19/99	Marisol	NJD002454544			Marisol, Inc.	NJD002454544

* * * COMPLIANCE MONITORING AND ENFORCEMENT REPORT * * *									
Handler Name / ID / Address					S O N P V		Regulated Activities		
AMES RUBBER CORP WANTAGE PLT					N P		LG		
NJD000818518 RTE 565, WANTAGE									
EVALUATIONS							Areas Evaluated		
Type	Date	Seq	Staff	Description			(Violations Found)		
CEI	02/25/00		S N MK	COMPLIANCE EVALUATION INS			GER	GLB	
CEI	09/10/98		E RCSK	COMPLIANCE EVALUATION INS			GER		
CSE	09/21/96		S N BF	COMPLIANCE SCHEDULE EVALU			GER(0007S)		
NRR	09/20/96		S N BF	NON-FINANCIAL RECORD REVI			GER(0007S)		
CEI	09/19/96		S N BF	COMPLIANCE EVALUATION INS			GER(0007S)	GLB	
NRR	09/12/94		S N BF	NON-FINANCIAL RECORD REVI			GER(0005S)	GMR(0006S)	
CEI	08/31/94		S N BF	COMPLIANCE EVALUATION INS			GER(0005S)	GLB	
NRR	06/03/92		S NJDEP	NON-FINANCIAL RECORD REVI			CAS	GER(0003S)	
CEI	04/28/92		S NJDEP	COMPLIANCE EVALUATION INS			GER(0003S)	GER(0004S)	
NRR	02/26/85	004	S	NON-FINANCIAL RECORD REVI			GER		
NRR	01/20/84	003	S	NON-FINANCIAL RECORD REVI			GER		
NRR	02/03/83	001	S	NON-FINANCIAL RECORD REVI			GER(0001S)		
VIOLATIONS							Compliance - Latest Enforcement		
Area	Date	Seq	Staff	Class	Scheduled	Actual	Type	Date	Num
GER	09/19/96	0007S	N BF	1	10/04/96	09/20/96	120	09/19/96	S
GER	08/31/94	0005S	N BF	1	09/16/94	09/12/94	120	09/01/94	S
GMR	08/31/94	0006S	N BF	1	09/16/94	09/12/94	120	09/01/94	S
GER	04/28/92	0003S	NJDEP	1	05/19/92	06/03/92	120	04/28/92	S
GER	04/28/92	0004S	NJDEP	2	05/19/92	06/03/92	120	04/28/92	S
GMR	04/28/92	0002S	NJDEP	2	05/19/92	06/03/92	120	04/28/92	S
GER	02/03/83	0001S		2	09/09/83	09/23/90	120	08/09/83	001S
ENFORCEMENT							Violations Addressed		
Type	Date	Seq	Staff	Attorney	Enforcement Number		Type(Sequence #)		
120	09/19/96		S N FA	WRITTEN INFORMAL			GER(0007S)		
120	09/01/94		S N BF	WRITTEN INFORMAL			GER(0005S) GMR(0006S)		
120	04/28/92		S NJDEP	WRITTEN INFORMAL			GMR(0002S) GER(0003S)		
120	08/09/83	001	S	WRITTEN INFORMAL			GER(0001S)		
* * * * *									
E N D O F R E P O R T									
* * * * *									

789
1400
Gruenewald

OCT 3 - 2000

Joseph Douglass, Director
Regulatory Affairs
Ames Rubber Corporation
Rte. 94
Hamburg, NJ 07419

Re: Ames Rubber Corporation (Hamburg, NJ) Compliance Evaluation Inspection
EPA ID No.: NJD 002 389 468
Ames Rubber Corporation (Wantage, NJ) Non-Financial Record Review
EPA ID No.: NJD 000 818 518

Dear Mr. Douglass:

On August 17, 2000, a representative of the U.S. Environmental Protection Agency (EPA) conducted an inspection and record review, as noted, at the above-referenced facilities. At that time, those facilities were found to be in compliance with pertinent provisions of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984, 42 U.S.C. § 6901, 6928.

Please understand you have a continuing obligation to comply with all applicable state and federal regulations regarding the management of hazardous waste. If you have any questions, please contact Mr. Thomas Prol, of my office, at (212) 637-4157.

Sincerely,

Joel Golumbek, Section Chief
Hazardous Waste Compliance Section
Division of Enforcement and Compliance Assistance

cc: Wolfgang Skacel, Chief
Bureau of Hazardous Waste Compliance and Enforcement
Central Field Office
New Jersey Department of Environmental Protection

bcc: Tom Prol DECA/RCB
RCRA file Room

RCRA INSPECTION REPORT

Ames Rubber Corporation

Rte. 94

Hamburg, NJ 07419

Rte. 565

Wantage, NJ 07461

NJD 002 389 468

← see this
file also

NJD 000 818 518

Facility Contact: Joseph Douglas, Director of Regulatory Affairs 973/827-9101

EPA Inspector: Tom Prol, DECA/RCB/HWCS (212) 637-4157

Introduction

A RCRA CEI was performed at the above-noted facility on August 17, 2000, with entry made at 1:50 p.m. The facility is a LQG for one month per year, and a SQG all other months, and does not dispute its status as a fully-regulated LQG. It was in compliance with LQG regulations at the time of the inspection.

In addition, a sister Ames Rubber facility in Wantage is a SQG, and the inspector performed a non-financial records review for that facility as the Hamburg headquarters maintains all manifest records for that facility. Both inspections were entered in RCRIS, and the Hamburg inspection was entered in the ICDS database as well. Another sister facility in Vernon appeared to be a SQG, based on manifest documentation.

Background

The facility manufactures rubber-coated rollers and "elastomerically coated metal products" for typewriters, printers and copiers. The facility operation is simple and involves import of ready-made aluminum cylinders from the facility's Vernon, NJ, plant. These rollers are sand blasted on-site prior to cleaning with an aqueous degreaser and detergent bath, and then the affixing of an adhesive coating by precision spraying. The spent sand is tested and found to be non-hazardous, and is sold for 3 cents per pound to a recycler. The facility also uses acid baths in the manufacture of its rubber coatings, and the annual single episode disposal of this spent acid waste results in the facility being a LQG each year for a single month.

Facility Tour

The inspector discussed the facility operations, as noted above, and requested a tour of the facility. As they walked, the representative discussed the facility's manufacturing processes, and noted that there is an on-site monitoring wells and groundwater treatment unit for chlorinated solvent contamination related to the company's activities years ago. The representative also noted that this inspection was occurring the day after a record 100-year flood had swept through the facility, causing the facility to implement its contingency plan—successfully—according to the facility representative.

Ames Rubber Corporation

page two

The representative described the facility's response to the rain storm that brought water nearly into the single-building manufacturing and office structure, and that washed through the outside 90-day hazardous waste storage shed. Though the rising water had left some silt in the shed, the storage shed area did not appear disturbed otherwise and the inspector noted that the small amount of waste on-site was kept off the ground and did not spill or leak from the containers. The inspector observed a single drum of D002 waste dated 06/31/00, and eight drums of "corrosive" waste, dated 07/17/00. There were no noncompliance issues observed, and the inspector inquired about the facility's waste handling procedures in this area, which seemed satisfactory.

The representative continued discussing operations and products, as well as the manner in which hazardous wastes are generated. He stated that there are four categories of hazardous waste at the facility, all related to the facility's precision spraying or painting of rollers:

1. Coatings (adhesives) that are solvent bearing;
2. Fluorescent bulbs (D009) sent to Radiac Research Corp.;
3. Acid baths;
4. Paint waste.

As the inspector and the facility representative entered the rear of the facility, the inspector observed a "satellite accumulation area" which was contained in an explosion proof, "flammable room." Since this was outside of the facility, the inspector asked where the point of generation is. The representative then took the inspector indoors and through another room in the facility where he pointed out a paint booth in which rollers are painted.

The inspector observed that this point of generation was not "at or near" the point of generation and told the representative that this was a different set-up than what those regulations permit. The representative stated that the paint booth operator mixes paints back in that flammable room, brings the paint mixture inside the facility, paints and then removes waste out of the facility to the flammable room once per day. He stated that, even though this was not at or near the point of generation, it was the safest procedure that the facility could use. The room where mixing is done, and where waste and other paint-related mixing materials, thinners, etc., are maintained, is specifically designed to prevent explosive incidents. In fact, all drums in the room are grounded and the representative noted that when a paint waste drum is filled, it is taken back to the 90-day storage area for disposal pick-up.

During the tour, the inspector observed that the facility was reasonably maintained and clean. The representative and the inspector returned to the office area for a record review of the Contingency Plan, training records, inspection logs and manifests. All of these appeared in order, and relevant copies of documents are appended to this report. The facility meets preparedness and prevention requirements, and the Contingency Plan was properly distributed to local emergency response personnel and hospitals, as demonstrated by certified mail receipts.

Ames Rubber Corporation
Joseph Douglas, Director of Regulatory Affairs
Rte. 94
Hamburg, NJ 07419

94
3

Re: Ames Rubber Corporation (Hamburg, NJ) Compliance Evaluation Inspection
EPA ID No.: NJD 002 389 468
Ames Rubber Corporation (Wantage, NJ) Non-Financial Record Review
EPA ID No.: NJD 000 818 518

Dear Mr. Douglas:

On August 17, 2000, a representative of the U.S. Environmental Protection Agency (EPA) conducted an inspection and record review, as noted, at the above-referenced facilities. At that time, those facilities were found to be in compliance with pertinent provisions of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984, 42 U.S.C. § 6901, 6928.

Please understand you have a continuing obligation to comply with all applicable state and federal regulations regarding the management of hazardous waste. If you have any questions, please contact Mr. Thomas Prol, of my office, at (212) 637-4157.

Sincerely,

DRAFT
Joel Golumbek, Section Chief
Hazardous Waste Compliance Section

cc: Wolfgang Skacel, Chief
Bureau of Hazardous Waste Compliance and Enforcement
Central Field Office
New Jersey Department of Environmental Protection

bcc: Tom Prol DECA/RCB
File Room

DATE RETURNED
REASON

U.S. FILE NO.

S

☐ ACKNOWLEDGEMENT SENT

INTERNAL CHECKLIST

ID # NJD000818518

Complete

1. Interim Regulatory Requirements

A. (1) FORM 1 MISSING

☐

(2) FORM 3 MISSING

☐

B. POSTMARK after NOVEMBER 19, 1980

☐

Valid ☐

C. (1) DATE of OPERATION MISSING

☐

(2) DATE of OPERATION after NOVEMBER 19, 1980

☐

(1) NON-NOTIFIER
D. (2) NOTIFIED after AUGUST 18, 1980

☐

Valid ☐

E. (1) FORM 1, ~~XIII~~ B SIGNATURE MISSING

☐

(2) FORM 3, IX B SIGNATURE MISSING

2. A. HANDLER

☐

B. NONREGULATED

☐

C. UNSURE

☐

D. UNKNOWN FACILITY

☐

(missing name and address on Form 3)

E. NEW FACILITY > NOV. 19, 1980

☐

F. CORE ITEM(S) MISSING

☐

G. NON-CORE ITEM(S) MISSING

☐

H. OTHER

☐

MISSING :

MAP ☐

DRAWING ☐

PHOTO ☐





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION II
26 FEDERAL PLAZA
NEW YORK, NEW YORK 10278

Subject: Hazardous Waste Permit Application-Missing Information
EPA ID No: **NJD000818518**

The Region II office of the U.S. Environmental Protection Agency (EPA) has received an application for a Federal Hazardous Waste Permit for your facility. The Agency has conducted a preliminary review of the application enclosed and found that the information items marked below are missing. In order for the Agency to determine whether the owner or operator of the facility qualifies for interim status, these items should be completed and the application returned to the address below within 15 days of your receipt of this letter.

Information Service Center
U.S. Environmental Protection Agency
Region 2
26 Federal Plaza
New York, New York 10278

Failure to submit the necessary information within the required time-frame will jeopardize your eligibility for interim status. Until that time, however, the facility may continue to operate, provided there is compliance with all the applicable provisions of 40 CFR Part 265.

The Agency will perform a complete review of your application after it is resubmitted. If it is determined at that time that further information is needed, or that the facility does not qualify for interim status, you will be so notified.

THE FOLLOWING MISSING ITEMS MUST BE COMPLETED.

- ☐ Form 1 Missing in entirety
- ☐ Form 1 Item XI11.B. Signature
- ☐ Form 3 Missing in entirety
- ☐ Form 3 Item II.A.1. Date Operation Began or Construction Commenced
- ☒ Form 3 Item IX.B. Owners Signature

Your cooperation in the EPA Hazardous Waste Management Program is appreciated.

Sincerely yours,

Richard A. Baker

Richard A. Baker
Chief
Permits Administration Branch
Planning and Management Division

U.S. ENVIRONMENTAL PROTECTION AGENCY
NOTIFICATION OF HAZARDOUS WASTE ACTIVITY

INSTRUCTIONS: If you received a preprinted label, affix it in the space at left. If any of the information on the label is incorrect, draw a line through it and supply the correct information in the appropriate section below. If the label is complete and correct, leave Items I, II, and III below blank. If you did not receive a preprinted label, complete all items. "Installation" means a single site where hazardous waste is generated, treated, stored and/or disposed of, or a transporter's principal place of business. Please refer to the INSTRUCTIONS FOR FILING NOTIFICATION before completing this form. The information requested herein is required by law (Section 3010 of the Resource Conservation and Recovery Act).

PLEASE PLACE LABEL IN THIS SPACE
(not in book)

FOR OFFICIAL USE ONLY

COMMENTS

INSTALLATION'S EPA I.D. NUMBER

APPROVED

DATE RECEIVED
(yr., mo., & day)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22

I. NAME OF INSTALLATION

30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51

II. INSTALLATION MAILING ADDRESS

STREET OR P.O. BOX

15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51

CITY OR TOWN

ST.

ZIP CODE

15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51

III. LOCATION OF INSTALLATION

STREET OR ROUTE NUMBER

15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51

CITY OR TOWN

ST.

ZIP CODE

15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51

IV. INSTALLATION CONTACT

NAME AND TITLE (last, first, & job title)

PHONE NO. (area code & no.)

15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51

V. OWNERSHIP

A. NAME OF INSTALLATION'S LEGAL OWNER

15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51

B. TYPE OF OWNERSHIP
(enter the appropriate letter into box)

VI. TYPE OF HAZARDOUS WASTE ACTIVITY (enter "X" in the appropriate box(es))

F = FEDERAL

M = NON-FEDERAL

M

☒ A. GENERATION☐ B. TRANSPORTATION (complete item VII)☒ C. TREAT/STORE/DISPOSE☐ D. UNDERGROUND INJECTION

VII. MODE OF TRANSPORTATION (transporters only - enter "X" in the appropriate box(es))

☐ A. AIR☐ B. RAIL☐ C. HIGHWAY☐ D. WATER☐ E. OTHER (specify):

VIII. FIRST OR SUBSEQUENT NOTIFICATION

Mark "X" in the appropriate box to indicate whether this is your installation's first notification of hazardous waste activity or a subsequent notification. If this is not your first notification, enter your Installation's EPA I.D. Number in the space provided below.

☒ A. FIRST NOTIFICATION☐ B. SUBSEQUENT NOTIFICATION (complete item C)

C. INSTALLATION'S EPA I.D. NO.

IX. DESCRIPTION OF HAZARDOUS WASTES

Please go to the reverse of this form and provide the requested information.

IX. DESCRIPTION OF HAZARDOUS WASTES (continued from front)

A. HAZARDOUS WASTES FROM NON-SPECIFIC SOURCES. Enter the four-digit number from 40 CFR Part 261.31 for each listed hazardous waste from non-specific sources your installation handles. Use additional sheets if necessary.

1 F001 23 - 26	2 F002 23 - 26	3 F003 23 - 26	4 F005 23 - 26	5 23 - 26	6 23 - 26
7 23 - 26	8 23 - 26	9 23 - 26	10 23 - 26	11 23 - 26	12 23 - 26

B. HAZARDOUS WASTES FROM SPECIFIC SOURCES. Enter the four-digit number from 40 CFR Part 261.32 for each listed hazardous waste from specific industrial sources your installation handles. Use additional sheets if necessary.

13 23 - 26	14 23 - 26	15 23 - 26	16 23 - 26	17 23 - 26	18 23 - 26
19 23 - 26	20 23 - 26	21 23 - 26	22 23 - 26	23 23 - 26	24 23 - 26
25 23 - 26	26 23 - 26	27 23 - 26	28 23 - 26	29 23 - 26	30 23 - 26

C. COMMERCIAL CHEMICAL PRODUCT HAZARDOUS WASTES. Enter the four-digit number from 40 CFR Part 261.33 for each chemical substance your installation handles which may be a hazardous waste. Use additional sheets if necessary.

31 U002 23 - 26	32 U080 23 - 26	33 U107 23 - 26	34 U112 23 - 26	35 U116 23 - 26	36 U154 23 - 26
37 U158 23 - 26	38 U159 23 - 26	39 U161 23 - 26	40 U220 23 - 26	41 U226 23 - 26	42 U238 23 - 26
43 U239 23 - 26	44 23 - 26	45 23 - 26	46 23 - 26	47 23 - 26	48 23 - 26

D. LISTED INFECTIOUS WASTES. Enter the four-digit number from 40 CFR Part 261.34 for each listed hazardous waste from hospitals, veterinary hospitals, medical and research laboratories your installation handles. Use additional sheets if necessary.

49 23 - 26	50 23 - 26	51 23 - 26	52 23 - 26	53 23 - 26	54 23 - 26
-------------------	-------------------	-------------------	-------------------	-------------------	-------------------

E. CHARACTERISTICS OF NON-LISTED HAZARDOUS WASTES. Mark "X" in the boxes corresponding to the characteristics of non-listed hazardous wastes your installation handles. (See 40 CFR Parts 261.21 - 261.24.)

☐ 1. IGNITABLE
(D001)

☐ 2. CORROSIVE
(D002)

☐ 3. REACTIVE
(D003)

☒ 4. TOXIC
(D000)

X. CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

SIGNATURE

NAME & OFFICIAL TITLE (type or print)

DATE SIGNED

Director of Regulatory Affairs 8/13/88

EPA Form 3510-1 (6-80)

CONTINUE ON REVERSE

VIII. OPERATOR INFORMATION

X. EXISTING ENVIRONMENTAL PERMITS	
A. NPDES (Discharges to Surface Water)	D. PSD (Air Emissions from Process, L.S.)

XI. MAP

XII. NATURE OF BUSINESS (provide a brief description)

XIII. CERTIFICATION (see instructions)

COMMENTS FOR OFFICIAL USE ONLY

PA Form 3510-1 (6-80) REVERSE

FORM 3 RCRA		U.S. ENVIRONMENTAL PROTECTION AGENCY HAZARDOUS WASTE PERMIT APPLICATION Consolidated Permits Program (This information is required under Section 3005 of RCRA.)	I. EPA I.D. NUMBER F MJD00008/85/8 31
-------------------	--	---	--

FOR OFFICIAL USE ONLY

APPLICATION APPROVED	DATE RECEIVED (yr., mo., & day)	COMMENTS

II. FIRST OR REVISED APPLICATION

Place an "X" in the appropriate box in A or B below (mark one box only) to indicate whether this is the first application you are submitting for your facility or a revised application. If this is your first application and you already know your facility's EPA I.D. Number, or if this is a revised application, enter your facility's EPA I.D. Number in Item I above.

A. FIRST APPLICATION (place an "X" below and provide the appropriate date)		2. NEW FACILITY (Complete item below.)	
<input checked="" type="checkbox"/> 1. EXISTING FACILITY (See instructions for definition of "existing" facility. Complete item below.)		<input type="checkbox"/> 2. NEW FACILITY (Complete item below.)	
C	YR. MO. DAY	YR. MO. DAY	FOR NEW FACILITIES, PROVIDE THE DATE (yr., mo., & day) OPERATION BEGAN OR IS EXPECTED TO BEGIN
8	73 01 01		
12	73 74 75 76 77 78	73 74 75 76 77 78	
B. REVISED APPLICATION (place an "X" below and complete Item I above)		2. FACILITY HAS A RCRA PERMIT	
<input type="checkbox"/> 1. FACILITY HAS INTERIM STATUS		<input type="checkbox"/> 2. FACILITY HAS A RCRA PERMIT	

III. PROCESSES - CODES AND DESIGN CAPACITIES

A. PROCESS CODE - Enter the code from the list of process codes below that best describes each process to be used at the facility. Ten lines are provided for entering codes. If more lines are needed, enter the code(s) in the space provided. If a process will be used that is not included in the list of codes below, then describe the process (including its design capacity) in the space provided on the form (Item III-C).

B. PROCESS DESIGN CAPACITY - For each code entered in column A enter the capacity of the process.

1. AMOUNT - Enter the amount.
2. UNIT OF MEASURE - For each amount entered in column B(1), enter the code from the list of unit measure codes below that describes the unit of measure used. Only the units of measure that are listed below should be used.

PROCESS	PRO- CESS CODE	APPROPRIATE UNITS OF MEASURE FOR PROCESS DESIGN CAPACITY	PROCESS	PRO- CESS CODE	APPROPRIATE UNITS OF MEASURE FOR PROCESS DESIGN CAPACITY
Storage:			Treatment:		
CONTAINER (barrel, drum, etc.)	S01	GALLONS OR LITERS	TANK	T01	GALLONS PER DAY OR LITERS PER DAY
TANK	S02	GALLONS OR LITERS		T02	GALLONS PER DAY OR LITERS PER DAY
WASTE PILE	S03	CUBIC YARDS OR CUBIC METERS	SURFACE IMPOUNDMENT	T03	TONS PER HOUR OR METRIC TONS PER HOUR
SURFACE IMPOUNDMENT	S04	GALLONS OR LITERS	INCINERATOR	T04	GALLONS PER DAY OR LITERS PER DAY
Disposal:					
INJECTION WELL	D79	GALLONS OR LITERS			
LANDFILL	D80	ACRE-FEET (the volume that would cover one acre to a depth of one foot) OR HECTARE-METER	OTHER (Use for physical, chemical, thermal or biological treatment processes not occurring in tanks, surface impoundments or incinerators. Describe the processes in the space provided; Item III-C.)		
LAND APPLICATION	D81	ACRES OR HECTARES			
OCEAN DISPOSAL	D82	GALLONS PER DAY OR LITERS PER DAY			
SURFACE IMPOUNDMENT	D83	GALLONS OR LITERS			
UNIT OF MEASURE	UNIT OF MEASURE CODE	UNIT OF MEASURE	UNIT OF MEASURE	UNIT OF MEASURE CODE	UNIT OF MEASURE CODE
GALLONS	G	LITERS PER DAY	V	ACRE-FEET	A
LITERS	L	TONS PER HOUR	D	HECTARE-METER	F
CUBIC YARDS	Y	METRIC TONS PER HOUR	W	ACRES	B
CUBIC METERS	C	GALLONS PER HOUR	E	HECTARES	Q
GALLONS PER DAY	U	LITERS PER HOUR	H		

EXAMPLE FOR COMPLETING ITEM III (shown in line numbers X-1 and X-2 below): A facility has two storage tanks, one tank can hold 200 gallons and the other can hold 400 gallons. The facility also has an incinerator that can burn up to 20 gallons per hour.

1	2	DUP										13	14	15												
LINE NUMBER	A. PRO- CESS CODE (from list above)	B. PROCESS DESIGN CAPACITY										FOR OFFICIAL USE ONLY	LINE NUMBER	A. PRO- CESS CODE (from list above)	B. PROCESS DESIGN CAPACITY										FOR OFFICIAL USE ONLY	
		1. AMOUNT (specify)										2. UNIT OF MEA- SURE (enter code)			1. AMOUNT										2. UNIT OF MEA- SURE (enter code)	
X-1	S 0 2	600										G		5												
X-2	T 0 3	20										E		6												
1	501	8250 000										Q		7												
2														8												
3														9												
4														10												

III. PROCESSES (continued)

C. SPACE FOR ADDITIONAL PROCESS CODES OR FOR DESCRIBING OTHER PROCESSES (code "T04"). FOR EACH PROCESS ENTERED HERE INCLUDE DESIGN CAPACITY.

IV. DESCRIPTION OF HAZARDOUS WASTES

A. EPA HAZARDOUS WASTE NUMBER — Enter the four-digit number from 40 CFR, Subpart D for each listed hazardous waste you will handle. If you handle hazardous wastes which are not listed in 40 CFR, Subpart D, enter the four-digit number(s) from 40 CFR, Subpart C that describes the characteristics and/or the toxic contaminants of those hazardous wastes.

B. ESTIMATED ANNUAL QUANTITY — For each listed waste entered in column A estimate the quantity of that waste that will be handled on an annual basis. For each characteristic or toxic contaminant entered in column A estimate the total annual quantity of all the non-listed waste(s) that will be handled which possess that characteristic or contaminant.

C. UNIT OF MEASURE — For each quantity entered in column B enter the unit of measure code. Units of measure which must be used and the appropriate codes are:

ENGLISH UNIT OF MEASURE	CODE	METRIC UNIT OF MEASURE	CODE
POUNDS.....	P	KILOGRAMS.....	K
TONS.....	T	METRIC TONS.....	M

If facility records use any other unit of measure for quantity, the units of measure must be converted into one of the required units of measure taking into account the appropriate density or specific gravity of the waste.

D. PROCESSES

1. PROCESS CODES:

For listed hazardous waste: For each listed hazardous waste entered in column A select the code(s) from the list of process codes contained in Item III to indicate how the waste will be stored, treated, and/or disposed of at the facility.

For non-listed hazardous wastes: For each characteristic or toxic contaminant entered in column A, select the code(s) from the list of process codes contained in Item III to indicate all the processes that will be used to store, treat, and/or dispose of all the non-listed hazardous wastes that possess that characteristic or toxic contaminant.

Note: Four spaces are provided for entering process codes. If more are needed: (1) Enter the first three as described above; (2) Enter "000" in the extreme right box of Item IV-D(1); and (3) Enter in the space provided on page 4, the line number and the additional code(s).

2. PROCESS DESCRIPTION: If a code is not listed for a process that will be used, describe the process in the space provided on the form.

NOTE: HAZARDOUS WASTES DESCRIBED BY MORE THAN ONE EPA HAZARDOUS WASTE NUMBER — Hazardous wastes that can be described by more than one EPA Hazardous Waste Number shall be described on the form as follows:

1. Select one of the EPA Hazardous Waste Numbers and enter it in column A. On the same line complete columns B,C, and D by estimating the total annual quantity of the waste and describing all the processes to be used to treat, store, and/or dispose of the waste.
2. In column A of the next line enter the other EPA Hazardous Waste Number that can be used to describe the waste. In column D(2) on that line enter "included with above" and make no other entries on that line.
3. Repeat step 2 for each other EPA Hazardous Waste Number that can be used to describe the hazardous waste.

EXAMPLE FOR COMPLETING ITEM IV (shown in line numbers X-1, X-2, X-3, and X-4 below) — A facility will treat and dispose of an estimated 900 pounds per year of chrome shavings from leather tanning and finishing operation. In addition, the facility will treat and dispose of three non-listed wastes. Two wastes are corrosive only and there will be an estimated 200 pounds per year of each waste. The other waste is corrosive and ignitable and there will be an estimated 100 pounds per year of that waste. Treatment will be in an incinerator and disposal will be in a landfill.

LINE NO. /Z	A. EPA HAZARD. WASTE NO. (enter code)	B. ESTIMATED ANNUAL QUANTITY OF WASTE	C. UNIT OF MEA- SURE (enter code)	D. PROCESSES	
				1. PROCESS CODES (enter)	2. PROCESS DESCRIPTION (if a code is not entered in D(1))
X-1	K 0 5 4	900	P	T 0 3 D 8 0	
X-2	D 0 0 2	400	P	T 0 3 D 8 0	
X-3	D 0 0 1	100	P	T 0 3 D 8 0	
X-4	D 0 0 2				included with above

WASTE

EPA I.D. NUMBER (enter from page 1)													FOR OFFICIAL USE ONLY												
WJD000081851831													W DUP 32 DUP												
IV. DESCRIPTION OF HAZARDOUS WASTES (continued)																									
LINE NO.	A. EPA HAZARD. WASTE NO. (enter code)	B. ESTIMATED ANNUAL QUANTITY OF WASTE	C. UNIT OF MEASURE (enter code)	D. PROCESSES																					
				1. PROCESS CODES (enter)																					
				2. PROCESS DESCRIPTION (if a code is not entered in D(1))																					
1	F001	235 000 000	P	501																					
2	F002																								
3	U080																								
4																									
5	F005	200 000 000	P	501																					
6	U159																								
7	U161																								
8																									
9	U158	23 500 000	P	501																					
10	U112																								
11	U220																								
12																									
13	U238	33 000 000	P	501																					
14																									
15	D008	17 000 000	P	501																					
16																									
17																									
18																									
19																									
20																									
21																									
22																									
23																									
24																									
25																									
26																									

IV. DESCRIPTION OF HAZARDOUS WASTES (continued)

E. USE THIS SPACE TO LIST ADDITIONAL PROCESS CODES FROM ITEM D(1) ON PAGE 3.

EPA I.D. NO. (enter from page 1)															
S	F	N	J	D	0	0	0	8	1	8	5	1	8	T/A	C
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

FG: ^A55

FG: ^A56

V. FACILITY DRAWING

All existing facilities must include in the space provided on page 5 a scale drawing of the facility (see instructions for more detail).

VI. PHOTOGRAPHS

All existing facilities must include photographs (aerial or ground-level) that clearly delineate all existing structures; existing storage, treatment and disposal areas; and sites of future storage, treatment or disposal areas (see instructions for more detail).

VII. FACILITY GEOGRAPHIC LOCATION

LATITUDE (degrees, minutes, & seconds)										LONGITUDE (degrees, minutes, & seconds)									
41 12 30.0										074 35 00.0									
65 66 67 68 69 - 71										72 - 74 75 76 77 - 79									

VIII. FACILITY OWNER

☒ A. If the facility owner is also the facility operator as listed in Section VIII on Form 1, "General Information", place an "X" in the box to the left and skip to Section IX below.

B. If the facility owner is not the facility operator as listed in Section VIII on Form 1, complete the following items:

1. NAME OF FACILITY'S LEGAL OWNER															2. PHONE NO. (area code & no.)																			
E															55 56 - 58 59 - 61 62 - 65																			
3. STREET OR P.O. BOX															4. CITY OR TOWN										5. ST.					6. ZIP CODE				
F															G																			
15 16 - 45 46 47 48 49															50 51 52 53 54 55 56 57 58 59										60 61 62 63 64 65									

IX. OWNER CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

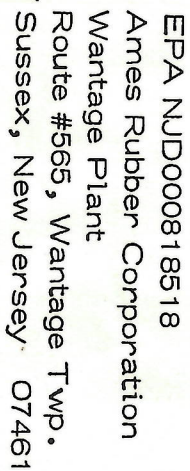
A. NAME (print or type)	B. SIGNATURE	C. DATE SIGNED
J.D. MARVIL EXECUTIVE VICE PRESIDENT	J.D. Marvil	2/9/81

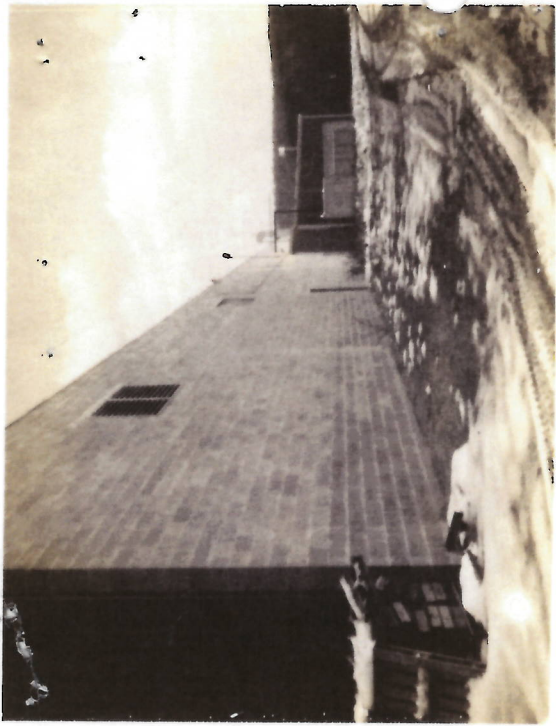
X. OPERATOR CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

A. NAME (print or type)	B. SIGNATURE	C. DATE SIGNED
ARNOLD E. WRIGHT / VICE PRES. MANUFACTURING	Arnold E. Wright	11/19/80

Form Approved OMB No. 158-S80004







11/19/80

BLDG. #2

WANTAGE FACILITY

11/19/80

REAR OF WANTAGE
PLANT

ACCESS ROAD TO
PRESENT HAZARDOUS
WASTE DRUM STORAGE

11/19/80

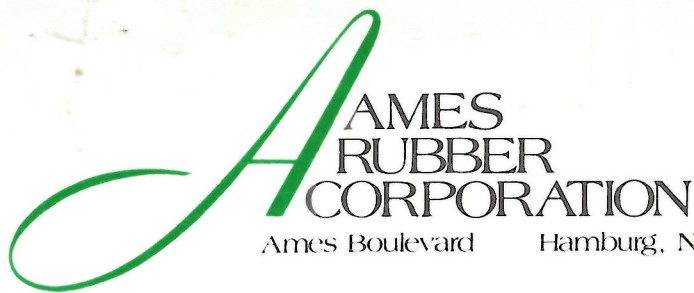
FRONT - NORTHWEST SIDE
OF WANTAGE PLANT
(MAIN BLDG)

11/19/80

PRESENT HAZARDOUS WASTE
DRUM STORAGE

11/19/80

X = PROPOSED HAZARDOUS
WASTE DRUM STORAGE



Ames Boulevard

Hamburg, New Jersey 07419

201 827-9101

TWX 710-988-3241

September 9, 1983

Mr. Joseph Czinar
Grants Administration Branch
Room 937-A
U. S. EPA Region II
26 Federal Plaza
New York, New York 10278

Subject: 40 CFR 265.147 Compliance - Hazardous Waste Facility
Certificate of Liability Insurance.

Reference: NJD 002389468, NJD 000818518.

Dear Mr. Czinar:

Enclosed you will find a corrected copy of the Hazardous Waste Facility Certificate of Liability Insurance for our two facilities (NJD 002389468, NJD 000818518). The Limits of Liability has been corrected to show \$1 million per occurrence for bodily injury; \$100,000 for property damage; and an umbrella policy for \$3 million for bodily injury and property damage combined to satisfy the \$2 million annual aggregate, exclusive of legal defense costs.

We are currently still working on the closure trust fund to satisfy 40 CFR 265.143. We hope to have a copy available for your scrutiny soon.

We appreciate your department's help and guidance and if I can be of further assistance, please call upon me.

Very truly yours,

AMES RUBBER CORP.

A handwritten signature in black ink, reading 'Joseph R. Cerchiaro'.

Joseph R. Cerchiaro
Regulatory Affairs Manager

Enc.
JRC:eoh

Copy: Mr. Richard Baker

Midwest Office

2537 Curtiss Street

Downers Grove, Illinois 60515

312-964-2440

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Dewey Insurance Agency, Inc.
P. O. Box 339
La Grange, IL 60525

COMPANIES AFFORDING COVERAGES

COMPANY
LETTER**A**

THE AETNA CASUALTY & SURETY CO.

COMPANY
LETTER**B**COMPANY
LETTER**C**COMPANY
LETTER**D**COMPANY
LETTER**E**

NAME AND ADDRESS OF INSURED

Ames Rubber Corporation
Ames Avon Industries And
Ames Industries, Inc.
23-47 Ames Boulevard
Hamburg, NJ 07419

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY			BODILY INJURY	\$ 1,000	\$ 1,000
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM	08 GL 95457 CCA	5-1-84	PROPERTY DAMAGE	\$ 100	\$ 100
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input type="checkbox"/> UNDERGROUND HAZARD					
	<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD					
	<input type="checkbox"/> CONTRACTUAL INSURANCE					
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input type="checkbox"/> PERSONAL INJURY					
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	<input type="checkbox"/> NON-OWNED					
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	\$	(EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

SEE ATTACHED

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 60 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

Mr. Joseph Czinar
EPA Region II, Grant Administration Branch
Room 937-A
26 Federal Plaza
New York, New York 10278

DATE ISSUED

July 1, 1983

AUTHORIZED REPRESENTATIVE

HAZARDOUS WASTE FACILITY CERTIFICATE OF LIABILITY INSURANCE

- 1) AETNA LIFE AND CASUALTY OF 1020 31ST STREET, DOWNERS GROVE, ILLINOIS 60515 HEREBY CERTIFIES THAT IT HAS ISSUED LIABILITY INSURANCE COVERING BODILY INJURY AND PROPERTY DAMAGE TO AMES RUBBER CORPORATION, AMES AVON INDUSTRIES AND AMES INDUSTRIES, INC. OF 23-47 AMES BOULEVARD, HAMBURG, NEW JERSEY 07419 IN CONNECTION WITH THE INSURED'S OBLIGATION TO DEMONSTRATE FINANCIAL RESPONSIBILITY UNDER 40 CFR 264.147 OR 265.147. THE COVERAGE APPLIES AT: NJD 002389468 HAMBURG, HAMBURG, NEW JERSEY
NJD 000818518 WANTAGE, WANTAGE TWP. NEW JERSEY
FOR SUDDEN ACCIDENTAL OCCURRENCES. THE LIMITS OF LIABILITY ARE: 1,000,000/1,000,000 BI AND 100,000/100,000 PD EXCLUSIVE OF LEGAL DEFENSE COSTS. THE COVERAGE IS PROVIDED UNDER POLICY NUMBER 08 GL 95457 CCA (08 GL 95336 CCA) ISSUED ON 4/13/83. THE EFFECTIVE DATE OF SAID POLICY IS 5/1/83.
- 2) THE INSURER FURTHER CERTIFIES THE FOLLOWING WITH RESPECT TO THE INSURANCE DESCRIBED IN PARAGRAPH 1:
- A) BANKRUPTCY OR INSOLVENCY OF THE INSURED SHALL NOT RELIEVE THE INSURER OF ITS OBLIGATIONS UNDER THE POLICY.
 - B) THE INSURER IS LIABLE FOR THE PAYMENT OF AMOUNTS WITHIN ANY DEDUCTIBLE APPLICABLE TO THE POLICY, WITH A RIGHT OF REIMBURSEMENT BY THE INSURED FOR ANY SUCH PAYMENT MADE BY THE INSURER. THIS PROVISION DOES NOT APPLY WITH RESPECT TO THAT AMOUNT OF ANY DEDUCTIBLE FOR WHICH COVERAGE IS DEMONSTRATED AS SPECIFIED IN 40 CFR 264.147(F) OR 265.147(F).
 - C) WHENEVER REQUESTED BY A REGIONAL ADMINISTRATOR OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA), THE INSURER AGREES TO FURNISH TO THE REGIONAL ADMINISTRATOR A SIGNED DUPLICATE ORIGINAL OF THE POLICY AND ALL ENDORSEMENTS.
 - D) CANCELLATION OF THE INSURANCE, WHETHER BY THE INSURER OR THE INSURED, WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY AFTER THE EXPIRATION OF SIXTY(60) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE REGIONAL ADMINISTRATOR(S) OF THE EPA REGION(S) IN WHICH THE FACILITY(IES) IS (ARE) LOCATED.
 - E) ANY OTHER TERMINATION OF THE INSURANCE WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY AFTER THE EXPIRATION OF THIRTY (30) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE REGIONAL ADMINISTRATOR(S) OF THE EPA REGION(S) IN WHICH THE FACILITY(IES) IS (ARE) LOCATED.

I HEREBY CERTIFY THAT THE WORDING OF THIS INSTRUMENT IS IDENTICAL TO THE WORDING SPECIFIED IN 40 CFR 264.151(J) AS SUCH REGULATION WAS CONSTITUTED ON THE DATE FIRST ABOVE WRITTEN, AND THAT THE INSURER IS LICENSED TO TRANSACT THE BUSINESS OF INSURANCE, OR ELIGIBLE TO PROVIDE INSURANCE AS AN EXCESS OR SURPLUS LINES INSURER, IN ONE OR MORE STATES.

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY O'Gorman & Young, Inc. 159 Main Street Chatham, N.J. 07928	COMPANIES AFFORDING COVERAGES COMPANY LETTER A North River Insurance Co. COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED Ames Rubber Corporation, Ames Avon Industries & Ames Industries, Inc. 23-47 Ames Boulevard Hamburg, New Jersey 07419	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY			BODILY INJURY PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE COMBINED PERSONAL INJURY	\$ \$ \$ \$	\$ \$ \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON) BODILY INJURY (EACH ACCIDENT) PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ \$ \$ \$	
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	523 231484 4	5/1/84	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 3,000	\$ 3,000
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
	OTHER				\$	(EACH ACCIDENT)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

See Attached

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 60 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:
Mr. Joseph Czinar
EPA Region II, Grant Administration Branch, Room 937-A
26 Federal Plaza
New York, New York 10278

DATE ISSUED: August 24, 1983

AUTHORIZED REPRESENTATIVE

HAZARDOUS WASTE FACILITY CERTIFICATE OF LIABILITY INSURANCE

- 1) AETNA LIFE AND CASUALTY OF 1020 31ST STREET, DOWNERS GROVE, ILLINOIS 60515 HEREBY CERTIFIES THAT IT HAS ISSUED LIABILITY INSURANCE COVERING BODILY INJURY AND PROPERTY DAMAGE TO AMES RUBBER CORPORATION, AMES AVON INDUSTRIES AND AMES INDUSTRIES, INC. OF 23-47 AMES BOULEVARD, HAMBURG, NEW JERSEY 07419 IN CONNECTION WITH THE INSURED'S OBLIGATION TO DEMONSTRATE FINANCIAL RESPONSIBILITY UNDER 40 CFR 264.147 OR 265.147. THE COVERAGE APPLIES AT: NJD 002389468 HAMBURG, HAMBURG, NEW JERSEY
NJD 000818518 WANTAGE, WANTAGE TWP. NEW JERSEY
FOR SUDDEN ACCIDENTAL OCCURRENCES. THE LIMITS OF LIABILITY ARE: 1,000,000/1,000,000 BI AND 100,000/100,000 PD EXCLUSIVE OF LEGAL DEFENSE COSTS. THE COVERAGE IS PROVIDED UNDER POLICY NUMBER 08 GL 95457 CCA (08 GL 95336 CCA) ISSUED ON 4/13/83. THE EFFECTIVE DATE OF SAID POLICY IS 5/1/83.
- 2) THE INSURER FURTHER CERTIFIES THE FOLLOWING WITH RESPECT TO THE INSURANCE DESCRIBED IN PARAGRAPH 1:
 - A) BANKRUPTCY OR INSOLVENCY OF THE INSURED SHALL NOT RELIEVE THE INSURER OF ITS OBLIGATIONS UNDER THE POLICY.
 - B) THE INSURER IS LIABLE FOR THE PAYMENT OF AMOUNTS WITHIN ANY DEDUCTIBLE APPLICABLE TO THE POLICY, WITH A RIGHT OF REIMBURSEMENT BY THE INSURED FOR ANY SUCH PAYMENT MADE BY THE INSURER. THIS PROVISION DOES NOT APPLY WITH RESPECT TO THAT AMOUNT OF ANY DEDUCTIBLE FOR WHICH COVERAGE IS DEMONSTRATED AS SPECIFIED IN 40 CFR 264.147(F) OR 265.147(F).
 - C) WHENEVER REQUESTED BY A REGIONAL ADMINISTRATOR OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA), THE INSURER AGREES TO FURNISH TO THE REGIONAL ADMINISTRATOR A SIGNED DUPLICATE ORIGINAL OF THE POLICY AND ALL ENDORSEMENTS.
 - D) CANCELLATION OF THE INSURANCE, WHETHER BY THE INSURER OR THE INSURED, WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY AFTER THE EXPIRATION OF SIXTY(60) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE REGIONAL ADMINISTRATOR(S) OF THE EPA REGION(S) IN WHICH THE FACILITY(IES) IS (ARE) LOCATED.
 - E) ANY OTHER TERMINATION OF THE INSURANCE WILL BE EFFECTIVE ONLY UPON WRITTEN NOTICE AND ONLY AFTER THE EXPIRATION OF THIRTY (30) DAYS AFTER A COPY OF SUCH WRITTEN NOTICE IS RECEIVED BY THE REGIONAL ADMINISTRATOR(S) OF THE EPA REGION(S) IN WHICH THE FACILITY(IES) IS (ARE) LOCATED.

I HEREBY CERTIFY THAT THE WORDING OF THIS INSTRUMENT IS IDENTICAL TO THE WORDING SPECIFIED IN 40 CFR 264.151(J) AS SUCH REGULATION WAS CONSTITUTED ON THE DATE FIRST ABOVE WRITTEN, AND THAT THE INSURER IS LICENSED TO TRANSACT THE BUSINESS OF INSURANCE, OR ELIGIBLE TO PROVIDE INSURANCE AS AN EXCESS OR SURPLUS LINES INSURER, IN ONE OR MORE STATES.

NJD 000818518
NJD 002389468

KOVACH & FITZGIBBONS

A PROFESSIONAL ASSOCIATION

ATTORNEYS-AT-LAW

MAIN OFFICE BUILDING

35 MAIN STREET

FRANKLIN, N. J. 07416

DONALD L. KOVACH
WILLIAM F. FITZGIBBONS
ERWIN G. GOOVAERTS

(201) 827-6117

October 21, 1983

State of New Jersey
Department of Environmental Protection
Division of Waste Management
32 E. Hanover St., CN 028
Trenton, N.J. 08625

ATTENTION: Frank Coolick, Chief

Re: Ames Rubber Corporation

Dear Mr. Coolick:

Enclosed please note proposed trust agreement on behalf of my client, as noted above, with the modifications which you put forth in your letter of September 19, 1983 to me.

I would appreciate if you could review same and if found to be in order, please have your staff communicate with me at which time I will proceed with having Ames Rubber execute same as well as the bank.

Very truly yours,

William F. Fitzgibbons

WFF:lar
Enclosure
cc: Pat Fitzgibbons
Richard Baker

RECEIVED
OCT 24 2 10 PM '83
ENVIRONMENTAL PROTECTION
AGENCY
NEW YORK, N.Y. 10007

TRUST AGREEMENT

THIS AGREEMENT, made this day of , 1983, by and between AMES RUBBER CORPORATION, A Corporation of the State of New Jersey, with offices located at 23-47 Ames Boulevard, Hamburg, New Jersey, 07419, hereinafter referred to as "Grantor", and NATIONAL COMMUNITY BANK OF NEW JERSEY, A National Bank with Trust Offices at 120 Hampton House Road, Newton, New Jersey, hereinafter referred to as "Trustee".

WITNESSETH:

WHEREAS, the New Jersey Department of Environmental Protection "NJDEP", an agency of the State of New Jersey, has established certain regulations applicable to the Grantor requiring that the owner or operator of a hazardous waste management facility must provide assurance that funds will be available when needed for closure and/or post-closure care of the facility, and

WHEREAS, the Grantor has elected to establish a trust to provide such financial assurance for the facilities identified herein, and

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the Trustee under this Agreement, and the Trustee is willing to act as Trustee;

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

SECTION 1. DEFINITIONS. As used in this Agreement:

(a) The term "fiduciary" means any person who exercises any power of control, management, or disposition or renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of this trust fund, or has any authority or responsibility to do so, or who has any authority or responsibility in the administration of this trust fund.

(b) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(c) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

SECTION 2. IDENTIFICATION OF FACILITIES AND COST ESTIMATES.

This Agreement and any successor Trustee.

(a) Borough of Hamburg No. NJD 002389468
23-47 Ames Boulevard

(b) Township of Wantage No. NJD 000818518
Route 565

(see attached Exhibit A for closure cost estimates)

SECTION 3. ESTABLISHMENT OF FUND. The Grantor and the Trustee hereby establish a trust fund, the "Fund", for the benefit of the NJDEP. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of cash as set forth on Schedule A attached hereto. Such cash and any other cash subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund will be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee undertakes no responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments to discharge any liabilities of the Grantor established by the NJDEP.

SECTION 4. PAYMENT FOR CLOSURE AND POST-CLOSURE CARE. The Trustee will make such payments from the Fund as the DEP Commissioner will direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee will reimburse the Grantor or other persons as specified by the DEP Commissioner from the Fund for closure and post-closure expenditures in such amounts as the DEP Commissioner will direct in writing. The Trustee will notify the DEP Commissioner when 20 percent of the amount allocated for closure of the facility remains in the Fund, and will not make further reimbursements for closure expenditures unless

the DEP Commissioner identifies reimbursements that may be made out of the remaining 20 percent. In addition, the Trustee will refund to the Grantor such amounts as the DEP Commissioner specifies in writing. Upon refund, such funds will no longer constitute part of the Fund as defined herein.

SECTION 5. PAYMENTS COMPRISING THE FUND. Payments made to the Trustee for the Fund will consist of cash or securities acceptable to the Trustee.

SECTION 6. TRUSTEE MANAGEMENT. The Trustee will invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with investment guidelines and objectives communicated in writing to the Trustee from time to time by the Grantor, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling and managing the Fund, the Trustee or any other fiduciary will discharge its duties with respect to the trust fund solely in the interest of the participants and beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 USC § 80a-2(a), will not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without

liability for the payment of interest thereon.

SECTION 7. COMMINGLING AND INVESTMENT. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein. to the extent of the equitable share of the Fund in any such commingled trust, such commingled trust will be part of the Fund.

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 USC §§ 80-a-1 et seq., or one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

SECTION 8. EXPRESS POWERS OF THE TRUSTEE. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by private contract or at public auction. No person dealing with the Trustee will be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held

by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee will at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

SECTION 9. TAXES AND EXPENSES. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund will be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee will be paid from the Fund.

SECTION 10. ANNUAL VALUATION. The Trustee will annually, at the end of the month coincident with or preceding the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate DEP Commissioner a statement confirming the value of the Trust. Any securities in the Fund will be valued at market value as of no more than 30 days prior to the date of the statement. The failure of the Grantor to object in writing

to the Trustee within 90 days after the statement has been furnished to the Grantor and the DEP Commissioner will constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

SECTION 11. ADVICE OF COUNSEL. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee will be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

SECTION 12. TRUSTEE COMPENSATION. The Trustee will be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

SECTION 13. SUCCESSOR TRUSTEE. Upon the written agreement of the Grantor, the Trustee, and the DEP Commissioner, the Trustee may resign or the Grantor may replace the Trustee. In either event, the Grantor will appoint a successor Trustee who will have the same powers and duties as those conferred upon the Trustee hereunder. Upon acceptance of the appointment by the successor Trustee, the Trustee will assign, transfer and pay over to the successor Trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee or for instructions. The successor Trustee and the date on which he assumes administration of the trust will be specified in writing and sent to the Grantor, the DEP Commissioner and the present and successor Trustees by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section will be paid as provided in Section 9.

SECTION 14. INSTRUCTIONS TO THE TRUSTEE. All orders, requests and instructions by the Grantor to the Trustee will be in writing, signed by such persons as are designated in the attached Exhibit B or such other designees as the Grantor may designate by amendment to Exhibit B. The Trustee will be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests and instructions by the DEP Commissioner to the Trustee will be in writing, signed by the DEP Commissioner and the Trustee will act and will be fully protected in acting in accordance with such orders, requests and instructions. The Trustee will have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the NJDEP hereunder has occurred. The Trustee will have no duty to act in the absence of such orders, requests and instructions from the Grantor and/or the NJDEP, except as provided for herein.

SECTION 15. NOTICE OF NONPAYMENT. The Trustee will notify the Grantor and the DEP Commissioner, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed the Trustee is not required to send a notice of nonpayment.

SECTION 16. AMENDMENT OF AGREEMENT. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the DEP Commissioner, or by the Trustee and the DEP Commissioner if the Grantor ceases to exist.

SECTION 17. IRREVOCABILITY AND TERMINATION. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust will be irrevocable and will continue until terminated at the written agreement of the Grantor, the Trustee, and the DEP Commissioner, or by the Trustee and the DEP

Commissioner if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, will be delivered to the Grantor.

SECTION 18. IMMUNITY AND INDEMNIFICATION. The Trustee will not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the DEP Commissioner issued in accordance with this Agreement. The Trustee will be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

SECTION 19. CHOICE OF LAW. This Agreement will be administered, construed and enforced according to the laws of the State of New Jersey.

SECTION 20. INTERPRETATION. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement will not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in N.J.A.C. 7:26-9.1 et seq.

ATTEST:

AMES RUBBER CORPORATION

Patrick J. Fitzgibbons
Secretary

By: _____
Richard M. Glidden
President

ATTEST

NATIONAL COMMUNITY BANK
OF NEW JERSEY

By: _____

EXHIBIT A

Closure and/or post-closure cost - Borough of Hamburg and Township of Wantage:

The estimated cost of closing would be \$30,000.00 based on the following expenses:

- a) 50 drs/mo or 150 drs/90 days.
- b) Cost of \$100/dr.
- c) $50 \times 100 = \$5,000$, or $150 \times 100 = \$15,000$.
- d) Bulk storage removal at \$1,000 based on the removal of 1,1,1 Trichloroethane, Circo Oil, DOP, Fuel Oil, Toluene.
- e) Septic waste removal at \$147.00.
- f) Contingency catch-all.

For 1983, the adjusted cost would be \$31,170 based on a 3.9% inflation factor.

EXHIBIT B

Authorized designees of Grantor pursuant to Section 14:

1. Richard M. Glidden
39 Summit Trail
Sparta, New Jersey 07871
2. Joel D. Marvil
383 W. Mountain Road
Sparta, New Jersey 07871
3. Patrick J. Fitzgibbons
51 Edison Avenue
Ogdensburg, New Jersey 07439

State of New Jersey,

County of SUSSEX

} ss.:

Be it Remembered, that on this day of September, 19 83 , before me,
the subscriber, A Notary Public of New Jersey,

personally appeared Patrick J. Fitzgibbons,

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that
he is the Secretary of Ames Rubber Corporation,
the Corporation named in the within Instrument;

that Richard M. Glidden is the
President of said Corporation; that the execution, as well as the making of this Instrument, has
been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that
deponent well knows the corporate seal of said Corporation; and that the seal affixed to said
Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and
delivered by said President as and for the voluntary act and deed of said Corpora-
tion, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.

Patrick J. Fitzgibbons, Secretary

Prepared by:

(Proof by Subscribing Witness)

R V S I

269 SHEFFIELD STREET, MOUNTAINSIDE, N.J. 07092

State of New Jersey,

County of SUSSEX

} ss.:

Be it Remembered, that on this day of September, 19 83 , before me,
the subscriber, A Notary Public of New Jersey,

personally appeared

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that
he is the Secretary of National Community Bank of New Jersey,
the Corporation named in the within Instrument;

that is the
President of said Corporation; that the execution, as well as the making of this Instrument, has
been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that
deponent well knows the corporate seal of said Corporation; and that the seal affixed to said
Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and
delivered by said President as and for the voluntary act and deed of said Corpora-
tion, in presence of deponent, who thereupon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.

Prepared by:

KOVACH & FITZGIBBONS

A PROFESSIONAL ASSOCIATION

ATTORNEYS-AT-LAW

MAIN OFFICE BUILDING

35 MAIN STREET

FRANKLIN, N. J. 07416

September 9, 1983

DONALD L. KOVACH
WILLIAM F. FITZGIBBONS

(201) 827-6117

ERWIN G. GOOVAERTS

U.S. Environmental
Protection Authority
26 Federal Plaza
New York, New York 10278

Subject: 40 CFR 265.143 Compliance
Financial Assurance for
Closure
Re: NJD 000818518, 002389468
Ames Rubber Corporation
Att: Richard Baker
Permits Administration
Branch

Dear Mr. Baker:

Pursuant to an earlier communication directed to you by Ames Rubber Corporation, a corporation of the State of New Jersey, enclosed please note photocopy of proposed Trust Agreement.

I am this date transmitting the original Trust Agreement to Ames Rubber Corporation for their execution and anticipate that immediately thereafter same will be delivered to National Community Bank of New Jersey for their signature.

National Community Bank has in fact agreed to act as trustee for my client in this regard.

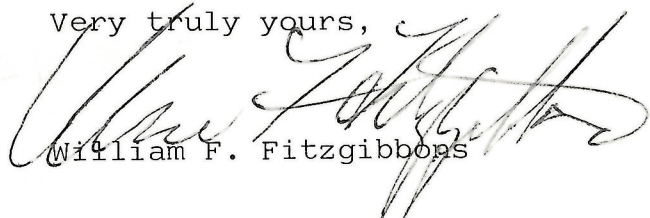
The original Certificate of Insurance as provided for in the regulations will be affixed to the original Trust Agreement when submitted.

Additionally, with reference to Section 3, the Schedule A will be a communication from National Community Bank of New Jersey acknowledging their receipt of the original fund deposit.

If you have any questions concerning the proposed Trust Agreement which is enclosed, I would appreciate it if you could communicate with me. Absent hearing from you I will proceed with execution of same as outlined above.

NEW YORK, N.Y. 10007
ENVIRONMENTAL PROTECTION
SEP 14 10 30 AM '83
REGIONAL HEARING CLERK
II REGION

Very truly yours,


William F. Fitzgibbons

WFF/kk
Encl.

KOVACH & FITZGIBBONS

A PROFESSIONAL ASSOCIATION

ATTORNEYS-AT-LAW

MAIN OFFICE BUILDING

35 MAIN STREET

FRANKLIN, N. J. 07416

September 21, 1983

DONALD L. KOVACH
WILLIAM F. FITZGIBBONS

ERWIN G. GOOVAERTS

(201) 827-6117

U.S. Environmental
Protection Authority
26 Federal Plaza
New York, New York 10278

Subject: 40 CFR 265.143 Compliance
Financial Assurance for
Closure
Re: NJD 000818518, 002389468
Ames Rubber Corporation
Att: Richard Baker
Permits Administration
Branch

Dear Mr. Baker:

Subsequent to my letter to you of September 9, 1983 on behalf of Ames Rubber Corporation, I have been advised by a Mr. Robert Patel of the New Jersey Environmental Protection Agency that the NJDEP will be the administering agency of the trust agreement and not the USEPA.

I would appreciate it if you could confirm your agreement or disagreement with this position.

Very truly yours,

William F. Fitzgibbons

WFF/kk

cc: Ames Rubber Corporation
Att: Patrick J. Fitzgibbons
cc: Ames Rubber Corporation
Att: Joseph Cerchiaro

U.S. Environmental
Protection Authority

2

September 9, 1983

cc: Ames Rubber Corporation
Att: Patrick J. Fitzgibbons

cc: Ames Rubber Corporation
Att: Joseph Cerchiaro

cc: New Jersey DEP
Bureau of Hazardous Waste Engineering
32 E. Hanover Street
Trenton, New Jersey 08625
Att: Frank Coolick

TRUST AGREEMENT

THIS AGREEMENT, made this day of September, 1983, by and between AMES RUBBER CORPORATION, A Corporation of the State of New Jersey, with offices located at 23-47 Ames Boulevard, Hamburg, New Jersey, 07419, hereinafter referred to as "Grantor", and NATIONAL COMMUNITY BANK OF NEW JERSEY, A National Bank with Trust Offices at 120 Hampton House Road, Newton, New Jersey, hereinafter referred to as "Trustee".

WITNESSETH:

WHEREAS, the United States Environmental Protection Agency, "EPA", an agency of the United States Government, has established certain regulations applicable to the Grantor requiring that the owner or operator of a hazardous waste management facility must provide assurance that funds will be available when needed for closure and/or post-closure care of the facility, and

WHEREAS, the Grantor has elected to establish a trust to provide such financial assurance for the facilities identified herein, and

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this Agreement, and the Trustee is willing to act as trustee;

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

SECTION 1. DEFINITIONS. As used in this Agreement:

(a) The term "fiduciary" means any person who exercises any power of control, management, or disposition or renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of this trust fund, or has any authority or responsibility to do so, or who has any authority or responsibility in the administration of this trust fund.

(b) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

REGIONAL HEARING CLERK
REGION II
SEP 14 10 37 AM '83
ENVIRONMENTAL PROTECTION
AGENCY
NEW YORK, N.Y. 10007

(c) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

SECTION 2. IDENTIFICATION OF FACILITIES AND COST ESTIMATES.

This Agreement pertains to:

(a) Borough of Hamburg No. NJD 002389468
23-47 Ames Boulevard

(b) Township of Wantage No. NJD 000818518
Route 565

(see attached Exhibit A for closure cost estimates)

SECTION 3. ESTABLISHMENT OF FUND. The Grantor and the Trustee hereby establish a trust fund, the "Fund", for the benefit of the EPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of cash as set forth on Schedule A attached hereto. Such cash and any other cash subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund will be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee undertakes no responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments to discharge any liabilities of the Grantor established by the EPA.

SECTION 4. PAYMENT FOR CLOSURE AND POST-CLOSURE CARE. The Trustee will make such payments from the Fund as the EPA Regional Administrator will direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee will reimburse the Grantor or other persons as specified by the Regional Administrator from the Fund for closure and post-closure expenditures in such amounts as the Regional Administrator will direct in writing. The Trustee will notify the Regional Administrator when 20 percent of the amount allocated for closure of the facility remains in the Fund, and will not make further reimbursements for closure

expenditures unless the Regional Administrator identifies reimbursements that may be made out of the remaining 20 percent. In addition, the Trustee will refund to the Grantor such amounts as the EPA Regional Administrator specifies in writing. Upon refund, such funds will no longer constitute part of the Fund as defined herein.

SECTION 5. PAYMENTS COMPRISING THE FUND. Payments made to the Trustee for the Fund will consist of cash or securities acceptable to the Trustee.

SECTION 6. TRUSTEE MANAGEMENT. The Trustee will invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with investment guidelines and objectives communicated in writing to the Trustee from time to time by the Grantor, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling and managing the Fund, the Trustee or any other fiduciary will discharge its duties with respect to the trust fund solely in the interest of the participants and beneficiaries and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 USC § 80a-2(a), will not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

SECTION 7. COMMINGLING AND INVESTMENT. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein. To the extent of the equitable share of the Fund in any such commingled trust, such commingled trust will be part of the Fund.

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 USC §§ 80-a-1 et seq., or one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

SECTION 8. EXPRESS POWERS OF THE TRUSTEE. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) to sell, exchange, convey, transfer or otherwise dispose of any property held by it, by private contract or at public auction. No person dealing with the Trustee will be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in

bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee will at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

SECTION 9. TAXES AND EXPENSES. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund will be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee will be paid from the Fund.

SECTION 10. ANNUAL VALUATION. The Trustee will annually, at the end of the month coincident with or preceding the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate EPA Regional Administrator a statement confirming the value of the Trust. Any securities in the Fund

will be valued at market value as of no more than 30 days prior to the date of the statement. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrator will constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

SECTION 11. ADVICE OF COUNSEL. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee will be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

SECTION 12. TRUSTEE COMPENSATION. The Trustee will be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

SECTION 13. SUCCESSOR TRUSTEE. Upon the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, the Trustee may resign or the Grantor may replace the Trustee. In either event, the Grantor will appoint a successor Trustee who will have the same powers and duties as those conferred upon the Trustee hereunder. Upon acceptance of the appointment by the successor trustee, the Trustee will assign, transfer and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee and the date on which he assumes administration of the trust will be specified in writing and sent to the Grantor, the EPA Regional Administrator, and the present and successor trustees by certified mail 10 days before such change becomes

effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section will be paid as provided in Section 9.

SECTION 14. INSTRUCTIONS TO THE TRUSTEE. All orders, requests and instructions by the Grantor to the Trustee will be in writing, signed by such persons as are designated in the attached Exhibit B or such other designees as the Grantor may designate by amendment to Exhibit B. The Trustee will be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests and instructions by the EPA Regional Administrator to the Trustee will be in writing, signed by the EPA Regional Administrators of the Regions in which the facilities are located, and the Trustee will act and will be fully protected in acting in accordance with such orders, requests and instructions. The Trustee will have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the EPA hereunder has occurred. The Trustee will have no duty to act in the absence of such orders, requests and instructions from the Grantor and/or the EPA, except as provided for herein.

SECTION 15. NOTICE OF NONPAYMENT. The Trustee will notify the Grantor and the appropriate EPA Regional Administrator, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed the Trustee is not required to send a notice of nonpayment.

SECTION 16. AMENDMENT OF AGREEMENT. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

SECTION 17. IRREVOCABILITY AND TERMINATION. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust will be irrevocable and will continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, will be delivered to the Grantor.

SECTION 18. IMMUNITY AND INDEMNIFICATION. The Trustee will not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA Regional Administrator issued in accordance with this Agreement. The Trustee will be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

SECTION 19. CHOICE OF LAW. This Agreement will be administered, construed and enforced according to the laws of the State of New Jersey.

SECTION 20. INTERPRETATION. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement will not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1).

ATTEST:

AMES RUBBER CORPORATION

Patrick J. Fitzgibbons
Secretary

By: _____
Richard M. Glidden, President

ATTEST:

NATIONAL COMMUNITY BANK
OF NEW JERSEY

By: _____

EXHIBIT A

Closure and/or post-closure cost - Borough of Hamburg and Township of Wantage:

The estimated cost of closing would be \$30,000.00 based on the following expenses:

- a) 50 drs/mo. or 150 drs/90 days.
- b) Cost of \$100/dr.
- c) $50 \times 100 = \$5,000$, or $150 \times 100 = \$15,000$.
- d) Bulk storage removal at \$1,000 based on the removal of 1,1,1 Trichloroethane, Circo Oil, DOP, Fuel Oil, Toluene.
- e) Septic waste removal at \$147.00.
- f) Contingency catch-all.

For 1983, the adjusted cost would be \$31,170 based on a 3.9% inflation factor.

EXHIBIT B

Authorized designees of Grantor pursuant to Section 14:

1. Richard M. Glidden
39 Summit Trail
Sparta, New Jersey 07871
2. Joel D. Marvil
383 W. Mountain Road
Sparta, New Jersey 07871
3. Patrick J. Fitzgibbons
51 Edison Avenue
Ogdensburg, New Jersey 07439



Ames Boulevard

Hamburg, New Jersey 07419

201 827-9101

TWX 710-988-3241

May 13, 1983

Mr. Joseph Czinar
Grants Administration Branch
Room 937-A
U. S. E. P. A. Region II
26 Federal Plaza
New York, New York 10278

Subject: 40 CFR 265.147 Compliance - Hazardous Waste Facility Certificate
of Liability Insurance

Reference: NJD 002389468, NJD 000818518

Dear Mr. Czinar:

Enclosed you will find a copy of the Hazardous Waste Facility Certificate of Liability Insurance for our two facilities (NJD 000818518, NJD 002389468). We are currently still working on the closure trust fund to satisfy 40 CFR 265.143.

We commend your department for it's patience and guidance in helping us attain a policy that best suits our needs even though we were unable to accomplish it by the deadline established by the regulations.

Ames Rubber Corporation has attempted to understand and comply with the complete regulations set forth under the Resource Conservation and Recovery Act (RCRA) and with your continued cooperation will meet the requirements of this legislation.

Very truly yours,

Joseph R. Cerchiaro
Manager of Regulatory Affairs

JRC:jr
Enc.
cc: Mr. Richard Baker

Midwest Office

2537 Curtiss Street

Downers Grove, Illinois 60515

312-964-2440

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

DEWEY INSURANCE AGENCY, INC.
P.O. BOX 339
505 SOUTH WILLOW SPRINGS ROAD
LA GRANGE, IL 60525

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** THE AETNA CASUALTY & SURETY CO.

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

AMES RUBBER CORPORATION
AMES AVON INDUSTRIES AND
AMES INDUSTRIES, INC.
23-47 AMES BOULEVARD
HAMBURG, NJ 07419

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY	08 GL 95457 CCA	5/1/84	BODILY INJURY	\$ 1,000,000	\$ 1,000,000
				PROPERTY DAMAGE	\$ 100,000	\$ 100,000
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
				PERSONAL INJURY		\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
	OTHER				\$	(EACH ACCIDENT)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

SEE ATTACHED

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 60 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

Mr. Joseph Czinar
EPA Region II, Grant Administration Branch
Room 937-A
26 Federal Plaza
New York, New York 10278

DATE ISSUED:

APRIL 18, 1983 LKH

AUTHORIZED REPRESENTATIVE